



2613
2613

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No.: 09/593,352 Filing Date: 6/14/2000
Inventors: Douglas W. Raymond; Richard D. Fleming
Assignee: Landrex Technologies Co., Ltd.
Examiner: Wong, Allen C. Art Unit: 2613
Attorney Docket No.: M-15703 US

San Jose, California

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified patent and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer No. 32605

Please address all correspondence and telephone calls regarding this application to:

Edward C. Kwok
MacPherson Kwok Chen & Heid LLP
Phone: (408) 392-9250
Fax: (408) 392-9262

Application No. 09/593,352

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(b)

The undersigned representatives of the above-identified assignees certify that they are the assignees of the entire right, title and interest in the above-identified patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignees as shown below:

1. From: John B. Burnett

To: Teradyne, Inc.

☒ The document was recorded in the United States Patent and Trademark Office at Reel 012408, Frame 0355.

2. From: Teradyne, Inc.


To: Landrex Technologies Co., Ltd.

☒ A copy of the assignment document is attached.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: Dec. 13, 2004

Landrex Technologies Co., Ltd.

By: 
(Signature)

Name: David Tsai
(Printed or Typed Name)

Title: President

Application No. 10/026,396

RECORDATION FORM COVER SHEET
PATENTS ONLY

TO THE HONORABLE DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE. PLEASE RECORD THE ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF.

1. Name of conveying parties:

(a) Teradyne, Inc.

Additional name(s) of conveying party(ies) attached?

☐ Yes

☒ No

2. Name and address of receiving party:

Name: Landrex Technologies Co., Ltd.

Street Address: No. 232, Yung-Chang Street

City: Ying-Ko, Taipei-Hsien State:

Country: Taiwan, R.O.C.

Additional name(s) of receiving party(ies) attached?

☐ Yes

☒ No

3. Nature of Conveyance:

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☒ Other Asset Purchase Agreement

Execution Date: February 22, 2004

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) --

09/593,352; 09/605,289; 09/605,354; 10/385,079; 10/026,396

B. Patent No.(s) 5,760,893; 5,903,353; 5,862,973; 6,222,630;

6,173,071; 6,542,630; 6,552,783; 5,245,421; 4,978,220; 5,060,065;
5,260,779; 5,517,235; 6,621,566; 5,657,075; 6,760,471

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Edward C. Kwok

Internal Address: MACPHERSON, KWOK CHEN & HEID LLP

Street Address: 1762 Technology Drive, Suite 226

City San Jose State CA Zip 95110

6. Total number of applications and patents involved: 20

7. Total fee (37 CFR 3.41): \$800.00

☒ Authorized to be charged to Deposit Account 50-2257.

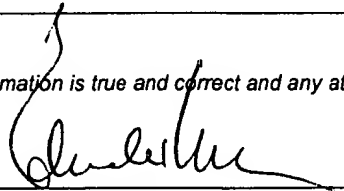
☒ Charge Deposit Account 50-2257 for any additional fees required for this conveyance and credit deposit account 50-2257 any amounts overpaid

DO NOT USE THIS SPACE

8. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Edward C. Kwok 33,938
Name of Person Signing


Signature

10/26/2004
Date

Total number of pages comprising cover sheet: 14

ASSET PURCHASE AGREEMENT

dated as of

February 22, 2004

by and between

TERADYNE, INC.

and

LANDREX TECHNOLOGIES CO., LTD.

TABLE OF CONTENTS

	Page
ARTICLE I -- DEFINITIONS.....	1
1.01. DEFINITIONS.....	1
ARTICLE II -- PURCHASE AND SALE	3
2.01. PURCHASE AND SALE.....	3
2.02. EXCLUDED ASSETS.....	4
2.03. ASSUMPTION OF LIABILITIES	4
2.04. EXCLUDED LIABILITIES	4
2.05. ASSIGNMENT OF CONTRACTS AND RIGHTS	4
2.06. PURCHASE PRICE.....	5
2.07. ALLOCATION OF PURCHASE PRICE	6
2.08. CLOSING	7
ARTICLE III -- REPRESENTATIONS AND WARRANTIES OF SELLER.....	7
3.01. CORPORATE EXISTENCE AND POWER.....	7
3.02. CORPORATE AUTHORIZATION AND ENFORCEABILITY	7
3.03. NON-CONTRAVENTION.....	8
3.04. CONSENTS.....	8
3.05. PERMITTED LIENS.....	8
3.06. TITLE TO PURCHASED ASSETS	8
3.07. LITIGATION.....	8
3.08. CONTRACTS.....	8
3.09. COMPLIANCE WITH LAWS	9
3.10. SELLER'S AOI PROPRIETARY RIGHTS.....	9
3.11. FINDERS' FEES	9
ARTICLE IV -- REPRESENTATIONS AND WARRANTIES OF BUYER.....	9
4.01. CORPORATE EXISTENCE.....	9
4.02. CORPORATE AUTHORIZATION AND ENFORCEABILITY	9
4.03. NON-CONTRAVENTION.....	10
4.04. CONSENTS.....	10
4.05. LITIGATION.....	10
4.06. FINDERS' FEES	10
ARTICLE V -- COVENANTS OF SELLER.....	10
5.01. MANUFACTURING AGREEMENTS	10
5.02. EXCLUSIVE PATENT SUBLICENSE WAIVER.....	11
5.03. OTHER ASSISTANCE.....	11
ARTICLE VI -- COVENANTS OF BUYER	11
6.01. TRADEMARKS; TRADENAMES	11
6.02. PAYMENT OF FEES AND TAXES.....	11
6.03. SALE OF PRODUCTS	11
6.04. REMOVAL OF PURCHASED ASSETS	11
6.05. TRANSFER APPROVAL	11
6.06. RE-TRANSFER OF AOI PROPRIETARY RIGHTS IN EVENT OF INSOLVENCY, ETC.	12
ARTICLE VII -- COVENANTS OF BOTH PARTIES.....	12
7.01. CERTAIN FILINGS.....	12
7.02. PUBLIC ANNOUNCEMENTS.....	12
7.03. TRANSITION PLAN.....	12
7.04. NO PROHIBITION.....	13

Signature

7.05. RESELLER AGREEMENT	13
ARTICLE VIII - CONDITIONS TO CLOSING	13
8.01. CONDITIONS TO THE OBLIGATIONS OF EACH PARTY	13
8.02. CONDITIONS TO OBLIGATION OF BUYER	13
8.03. CONDITIONS TO OBLIGATIONS OF SELLER	14
ARTICLE IX - SURVIVAL; INDEMNIFICATION	14
9.01. SURVIVAL	14
9.02. INDEMNIFICATION	14
9.03. PROCEDURES; NO WAIVER; EXCLUSIVITY	16
ARTICLE X - MISCELLANEOUS	16
10.01. NOTICES	16
10.02. AMENDMENTS; NO WAIVERS	17
10.03. EXPENSES	18
10.04. SUCCESSORS AND ASSIGNS	18
10.05. NO THIRD PARTY BENEFICIARIES	18
10.06. GOVERNING LAW AND JURISDICTION	18
10.07. COUNTERPARTS; EFFECTIVENESS	18
10.08. ENTIRE AGREEMENT	18
10.09. BULK SALES LAWS	18
10.10. CAPTIONS	18

2/15

Exhibits

Exhibit A	Assignment Agreement
Exhibit B	Exclusive Patent Sublicense Agreement
Exhibit C	License Agreement
Exhibit D	Disclosure Schedules

Schedules

Schedule 2.01(a)	Personal Property, Inventories and Equipment
Schedule 2.01(b)	Contracts
Schedule 2.01(d)	Seller's AOI Proprietary Rights
Schedule 2.03(c)	Seller's Liabilities
Schedule 2.06	Transferred Information
Schedule 2.07	Allocation Statement
Schedule 3.04	Consents
Schedule 3.05	Permitted Liens
Schedule 3.10	Infringement Claims

2/12/12

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of February 22, 2004, by and between Teradyne, Inc., a Massachusetts corporation ("Seller"), and Landrex Technologies Co., Ltd., a Taiwanese corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller designs, markets and sells the AOI Product Lines (as defined below); and

WHEREAS, Buyer desires to purchase from Seller the AOI Product Lines, and Seller desires to sell to Buyer the AOI Product Lines, upon the terms and subject to the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual premises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.01. Definitions. (a) The following terms, as used herein, have the following meanings:

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person.

"Ancillary Agreements" means, collectively, the Assignment Agreement, the License Agreement and the Exclusive Patent Sublicense Agreement.

"AOI Product Lines" means Seller's Optima series of automated optical inspection systems, consisting of the Automated Optical Inspection system (7300 series) and the Optical Process Test system (7200 series).

"Assignment Agreement" means the agreement to be executed by Buyer and Seller, in the form attached hereto as Exhibit A, with respect to the assignment by Seller of the Purchased Assets.

"Exclusive Patent Sublicense Agreement" means the agreement to be executed by Buyer and Seller, in the form attached hereto as Exhibit B, whereby Buyer shall have sublicense rights with respect to technology related to certain products within the AOI Product Lines.

"License Agreement" means the agreement to be executed by Buyer and Seller, in the form attached hereto as Exhibit C, whereby Seller shall license back from Buyer at no cost

DTL

IN WITNESS WHEREOF, the parties hereto here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

TERADYNE, INC.

By: SR Beecher
Name: Gregory R. Beecher
Title: Vice President and CFO

LANDREX TECHNOLOGIES CO., LTD.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto here caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

TERADYNE, INC.

By: _____
Name:
Title:

LANDREX TECHNOLOGIES CO., LTD.


By:  _____
Name: David Tsai
Title: President

EXHIBIT A

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of the 22nd day of February, 2004, by and between Teradyne, Inc., a Massachusetts corporation ("Seller"), and Landrex Technologies Co., Ltd., a Taiwanese corporation ("Buyer").

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement") by and between Seller and Buyer, Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain of the assets of Seller, and

WHEREAS, pursuant to the Asset Purchase Agreement, Buyer has agreed to assume certain liabilities of Seller;

NOW, THEREFORE, in consideration of the consummation of the transactions contemplated by the Asset Purchase Agreement, the mutual covenants and commitments set forth therein and below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Purchased Assets. Effective as of the date hereof and subject to and in accordance with the terms and conditions of the Asset Purchase Agreement, Seller does hereby sell, assign, transfer, set over and convey to Buyer all of Seller's right, title and interest in and to the Purchased Assets, free and clear of all Liens other than the Permitted Liens.

2. Assumption of Assumed Liabilities. Effective as of the date hereof and subject to and in accordance with the terms and conditions of the Asset Purchase Agreement, Buyer does hereby accept and assume the Assumed Liabilities and agrees to assume and to pay, perform and discharge the Assumed Liabilities, in accordance with their respective terms.

3. Representations and Warranties. By acceptance hereof, Buyer acknowledges that Seller makes and has made no warranty or representation with respect to the Purchased Assets, except as set forth in the Asset Purchase Agreement.

4. Perfection of Assignment. For a period of one (1) year following the Closing Date, Seller will cooperate with Buyer, at Buyer's sole cost and expense, in the filing and execution of any and all documents and the taking of any and all other actions necessary to perfect and effectuate the assignment of the Purchased Assets, including but not limited to the U.S. and foreign patents and patent applications being assigned to Buyer and listed in Schedule A-1 hereto (the "Patent Rights"). With respect to the assignment of the Patent Rights, Seller specifically agrees to cooperate with Buyer, at Buyer's sole cost and expense, in the filing of assignments or other transfer of title covenants with the U.S. Patent and Trademark Office and foreign patent offices as applicable. Within ninety (90) days from the Closing Date, Seller will (a) jointly with Buyer notify all patent

D. J. [Signature]

agents and attorneys handling the prosecution of the Patent Rights to contact Buyer and, if Buyer so instructs, provide, at Buyer's sole cost and expense, a status update on the Patent Rights and to prepare, at Buyer's sole cost and expense, the documents necessary to transfer the Patent Rights to Buyer; and (b) use commercially reasonable efforts to transfer to Buyer all files and supporting documents relating to the Patent Rights and in Seller's possession, including, but not limited to, all initial invention and disclosure documents prepared by or at the direction of Seller and all documents sent by Seller to the U.S. Patent and Trademark Office and foreign patent offices

5. Binding Obligation. This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and may be amended only by a written instrument executed by the parties or such successors and assigns.

6. Definitions and Interpretation. Each capitalized term used but not defined herein shall have the meaning assigned to it in the Asset Purchase Agreement. This Assignment Agreement shall be construed consistently with the Asset Purchase Agreement and any inconsistencies between this Assignment Agreement and the Asset Purchase Agreement shall be resolved by reference to the Asset Purchase Agreement.

7. Further Actions. Buyer and Seller hereby agree to execute any and all further documents and to take any and all further actions as either of them may reasonably request in order to effectuate fully the provisions of this Assignment Agreement and the Asset Purchase Agreement.

8. Governing Law. This Assignment Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to its principles of conflicts of law.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AST

Schedule A-1

Patent Rights

1112 US Patent No. 5760893
1112 US Patent No. 5903353
1121 CA App. No. 2175696
1122 US Patent No. 5862973
1141 US Patent No. 6222630
1141 EP App. No. 99930219.3
1165 US Patent No. 6173071
1295 US Patent No. 6542630
1295 CN App. No. 00812857.X
1295 EP App. No. 965001.1
1295 JP App. No. 2001-523845
1354 US Patent No. 6621566
1354 CN App. No. 1816714.4
1354 IL App. No. 155151
1354 JP App. No. 2002-532907
1355 US App. No. 09/602272
1355 TW App. No. 90113560
1356 US App. No. 09/593352
1356 CN App. No. 1811191.2
1356 TW Patent No. 178070
1372 US App. No. 09/605289
1372 CN App. No. 1812077.6
1372 CZ App. No. 2002-4260
1372 EP App. No. 1950459.6
1372 HU App. No. P0301721
1372 JP App. No. 2002-506564
1372 KR App. No. 2002-7017920
1372 PL App. No. PCT/US01/20238
1372 TW App. No. 90115715
1373 US App. No. 09/605354
1373 CN App. No. 1811936.3
1373 JP App. No. 2002-506094
1373 KR App. No. 2002-7017917
1373 SG App. No. 200207840-0
1373 TW Patent No. 180400
1374 US Patent No. 6552783
1374 CN App. No. 01810785.0
1374 EP App. No. 1950394.5
1374 JP App. No. 2002-506079
1374 KR App. No. 2002-7017827
1374 TW App. No. 90115528
1517 US App. No. 10/385079

1519 CA App. No. 2446259
1519 CN App. No. 02811872.3
1519 EP App. No. 2736656.6
1519 SG App. No. 200306489-6
1519 PCT App. No. 02/14195
1540 US App. No. 10/026396
1562 TW App. No. 92101121

To the extent that and/or in the event that the following patents are assigned to Landrex by Teradyne or an affiliate of Teradyne, they are included in the Patent Rights. These patents may be subject to a security interest in the patent(s) from Teknowledge Inc. to Bridge Bank.

CA No. 1313913 (Case 1116)
JP No. 2958014 (Case 1116)
US No. 4978220 (Case 1117)
CA No. 1301947 (Case 1117)
JP No. 3026981 (Case 1117)
US No. 5060065 (Case 1118)
CA No. 2036877 (Case 1118)

To the extent that and/or in the event that the following patents are assigned to Landrex by Teradyne or an affiliate of Teradyne, they are included in the Patent Rights.


US No. 5245421 (Case 1116)
DE No. 341806 (Case 1116)
EP No. 341806 (Case 1116)
FR No. 341806 (Case 1116)
GB No. 341806 (Case 1116)
DE No. 336563 (Case 1117)
EP No. 336563 (Case 1117)
GB No. 336563 (Case 1117)
JP No. 3056269 (Case 1118)
KR No. 294872 (Case 1118)
US No. 5657075 (Case 1119)
US No. 5260779 (Case 1120)
CA No. 2089917 (Case 1120)
DE No. 557227 (Case 1120)
EP No. 557227 (Case 1120)
GB No. 557227 (Case 1120)
JP No. 3253327 (Case 1120)

US No. 5517235 (case 1121)
BE No. 95900530.7 (Case 1121)
DE No. 95900530.7 (Case 1121)
FR No. 95900530.7 (Case 1121)
GB No. 95900530.7 (Case 1121)
IE App. No. 95900530.7 (Case 1121)
IT App. No. 95900530.7 (Case 1121)
PCT App. No. 94/12703 (Case 1121)

D87

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

TERADYNE, INC.

By: 
Name: Gregory R. Beechar
Title: Vice President and CFO

LANDREX TECHNOLOGIES CO., LTD.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

TERADYNE, INC.

By: _____
Name:
Title:

LANDREX TECHNOLOGIES CO., LTD.

By: David Tsai
Name: David Tsai
Title: President

**This Page is Inserted by IFW Indexing and Scanning
Operations and is not part of the Official Record**

BEST AVAILABLE IMAGES

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

☒ **BLACK BORDERS**

☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**

☐ **FADED TEXT OR DRAWING**

☒ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**

☐ **SKEWED/SLANTED IMAGES**

☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**

☐ **GRAY SCALE DOCUMENTS**

☐ **LINES OR MARKS ON ORIGINAL DOCUMENT**

☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**

☐ **OTHER:** _____

IMAGES ARE BEST AVAILABLE COPY.

As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.